Agenda Item Form

Agenda Date: <u>07/20/04</u>

Districts Affected: <u>All</u>
Dept. Head/Contact Information: El Paso Water Utilities, Fred Loweree, (915) 594-5501

Type of Agenda Item:

☐Resolution
☐Tax Installment Agreements
☐RFP/ BID/ Best Value Procurement
☐Application for Facility Use
☐Interlocal Agreements
☒Other <u>Personal Services Contracts</u>

☐Staffing Table Changes
☐Tax Refunds
☐Budget Transfer
☐Bldg. Permits/Inspection
☐Contract/Lease Agreement

☐Board Appointments
☐Donations
☐Item Placed by Citizen
☐Introduction of Ordinance
☐Grant Application

Funding Source:

☒General Fund
☐Grant (duration of funds: _____ Months)
☐Other Source: _____

Legal:

☒ Legal Review Required   Attorney Assigned (please scroll down): Lupe Cuellar   ☒ Approved   ☐ Denied

Timeline Priority: ☒High   ☐Medium   ☐Low   # of days:_____

Why is this item necessary:

<u>These are information technology contracts that need to be renewed on an annual basis.</u>

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

<u>Salary & Benefits</u>

Statutory or Citizen Concerns:

<u>N/A</u>

Departmental Concerns:

<u>N/A</u>

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **ROBERT GUILLEN,** to assist the El Paso Water Utilities as a Web Site Developer at a biweekly rate of $1,599.00 for 40 hours per week. The term of the contract shall be for the period of August 1, 2004 through July 31, 2005.

APPROVED this 20th day of July, 2004.

THE CITY OF EL PASO

_____
Joe Wardy
Mayor

ATTEST:

_____
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

_____
Guadalupe Cuellar
Deputy City Attorney

STATE OF TEXAS	)	
	)	**PERSONAL SERVICES CONTRACT**
COUNTY OF EL PASO	)	

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **ROBERT GUILLEN**, hereinafter referred to as "Employee," witnesseth:

WHEREAS, the City, on behalf of the El Paso Water Utilities, desires to employ the Employee as a Web Site Developer; and

WHEREAS, Employee possesses the skills to render said employment to the City.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1.   SCOPE OF SERVICES.   Employee shall perform the services found in Attachment A, attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the El Paso Water Utilities, in El Paso, Texas.

2.   TIME OF PERFORMANCE. The services of Employee are to commence on or about August 1, 2004 and be completed by July 31, 2005.

3.   COMPENSATION AND METHOD OF PAYMENT. Employee shall be paid at a biweekly rate of One Thousand Five Hundred Ninety-Nine and 00/100 Dollars ($1,599.00). The employee shall work a minimum of forty (40) hours per week. Employee is classified as an exempt employee under FLSA and is not eligible for overtime pay. The full time contract employee named in this Agreement shall be eligible for the following benefits:

        A.   The City's Insurance Plans. The full time contract employee named in this Agreement who is currently enrolled in any of the City's insurance plans shall be eligible to continue to participate in and receive the benefits of those Plans in the same

manner as similarly situated full time regular City employees. If Employee is not currently enrolled in any insurance plan, he shall be entitled to enroll in accordance with the provisions of those Plans as they may be amended from time to time.

B. The City's Pension Plan, in accordance with the provisions of the Plan. Election to participate in the City's Pension Plan must be made at the time of signing of this contract. In calculating retirement benefits, Employee will receive credit for prior participating years of service with the City, including accumulated sick leave.

C. All paid holidays authorized by the El Paso City Council.

D. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Employee shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time he or she has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.

E. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.

F. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.

G. Tuition Assistance Program under the terms of the City of El Paso's Policies/Procedures.

The City will provide no other fringe benefits. Employee agrees that at no time will he make a claim against the City for more than the rate provided under the terms of this contract.

4.   LOCATION OF PERFORMANCE. The place where such services are to be

performed is in the El Paso Water Utilities, City and County of El Paso, State of Texas, or such other places as may be directed by the City in order to fulfill the terms of this Contract.

5. LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

6. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

7. TERMINATION. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the Chief Administrative Officer on behalf of the City.

8. MISCELLANEOUS. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out his duties under this Contract.

9. NOTICE. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee at the following addresses:

Guillen Robert (Water)

CITY: City of El Paso
        El Paso Water Utilities Department
        Attn: General Manager
        1154 Hawkins Boulevard
        El Paso, Texas

EMPLOYEE: Robert Guillen

   IN WITNESS WHEREOF the parties have executed this agreement at El Paso,

Texas this 20th day of July, 2004.

              CITY OF EL PASO

              _____
              Joe Wardy
              Mayor

ATTEST:

_____
Richarda Duffy Momsen
City Clerk   EMPLOYEE:

              _____
              Robert Guillen
              SSN:

APPROVED AS TO FORM: APPROVED AS TO CONTENT:

_____   _____
Guadalupe Cuellar   Edmund Archuleta
Deputy City Attorney   EPWU General Manager

SCOPE OF DUTIES STATEMENT

WEB SITE DEVELOPER   **(EL PASO CONTRACT POSITION)**

Summary:

Under general supervision, as a project team member, provide technical support for development of web based, database driven applications and interfaces.

Typical Duties:

Create and maintain customized web enabled interfaces linked to installed databases. Involves: Analyze web network support assignments to determine feasibility of applications using available computer hardware within the installed operating system. Collaborate with end users, project leaders and other programmers to determine application specifications, and project priorities and time lines, and to estimate and document resources and security required for internet or intranet information access, modification and retrieval or other system functions affecting databases. Read manuals, periodicals, and technical reports to research use of new technology supporting development of web based programs that meet site requirements of client organizations. Determine if projects require devising series of new programs or modifying existing programs, and prepare flowcharts and diagrams of web site operations project specifications defined during systems analysis from rough notes, records or other data to depict logical, economical and practical system design alternatives In accordance with prescribed software engineering and development methodologies, and data base design and management standards. Translate sequences of detailed instructions and logical steps for coding into installed languages that access information stored in databases by internet and intranet linked computers. Enter codes and commands into computer system to test run programs for completeness and suitable functionality using actual or sample data using actual or sample input data, observe display screen or use diagnostic software to detect syntax or logic errors, and replace, delete or modify codes to debug programs. Evaluate effects of desired user procedure changes, graphical displays and report formats and of means to reduce transaction times and increase operating efficiency, and modify existing programs to incorporate improved techniques, adapt to new objectives, assist in solving site operation problems, and convert one language to another. Participate in developing, implementing and enforcing procedural standards for web programming activity and administrative controls for site utilization. Write technical and end user documentation to describe program development, logic, coding and corrections, and instruction manuals to explain installation and operating procedures as needed.

Perform miscellaneous related duties as required. Includes: Participate in training courses to improve programming skills and knowledge.

Minimum Qualifications:

Equivalent to a combination of an accredited Associate's Degree in Computer Science, Information Systems, Data Processing or related field and (2) years experience related to web application development using software in one or more advanced third or fourth generation command languages (for example, C, C + +, HTML, Javascript, SQL or Visual Basic) to interact with database programs (for example, ACCESS, ORACLE and UNIDATA) in a network operating environment (for example UNIX, AIX and Windows NT).

ROBERT GUILLEN

~~8900 Viscount, Apt. 2B   El Paso, TX   79925~~
~~Phone 915-000-0000   robert@guillen.com~~

OBJECTIVE

Looking for a position where I can utilize my web design and graphic design experience. I am open to any opportunities for projects that involve developing new and technically challenging print, multimedia, and web pieces.

SKILLS SUMMARY

- Operating Systems: MSDOS, WIN95-ME, WINNT-2000Professional, Win XP, UNIX/Linux, MACOS

- Applications: Adobe GoLive, PhotoShop, Illustrator, FrameMaker, PageMaker, Premier, Acrobat, Macromedia Dreamweaver, Flash, Director, Freehand, Fireworks, CorelDRAW, 3d Studio Max, QuarkXpress, MS Office Suite, LotusSuite, Quicksilver, Interleaf, Toolbook, SQL Server Enterprise Manager, Visual Studio, Sybase SQL Anywhere, Cold Fusion Studio, Esri ArcView, MySQL

- Languages: HTML, DHTML, CSS, XML, CFML, Java, JavaScript, VBscript, Perl, ASP, PHP,SQL

- Hardware/Servers: PCs and Laptops (build, diagnose, repair), HP print systems, Fiery Server, LAN WAN Systems, II S 5.0, SQL Server, NT Server, Apache Server, Domino, Novell, GIS

WORK EXPERIENCE

Web Site Developer   El Paso, Texas
El Paso Water Utilities   Aug 2002–Present
Responsible for the development of new utility website. Update and maintain entire website. Design and layout of content for web placement. Designed new navigation scheme. Developed new menus for site. Develop HTML pages and write JavaScript's for pages. Create graphics and layouts for new pages. Update site with new exiting content.

Analyst (Instructional Developer)   El Paso, Texas
ManTech–Advanced Development Group   Aug 2001–June 2002
Project leader for the design of interactive multimedia instructional materials for the U.S. Army Air Defense Artillery School. Designed instructional and testing strategies, defined user interface requirements. Develop learning objectives and instructional content (graphics, text, narration, practice exercises, test items, remediation logic). Constructed multimedia storyboards and narration scripts. Utilized Macromedia Flash for multimedia presentation.

Web Developer   Lake Forest, CA
SPX Corporation   January 2001–May 2001
Designed and developed extranet site for automotive industry. Provided application design and development support. Utilized ASP , CDO, XML, and COM objects, all accessing MS SQL server on the back end. Designed XSL style sheets. Developed XML schemas and data layers. Responsible for overall front end graphical design and user interface.

Web Designer   El Paso, Texas
Raytheon Company–Media Solutions   November 1999–December 2000
Responsible for the development and maintenance of three corporate Internet/Intranet websites.
Conceptualize, develop, and produce web pages. Generated HTML code for web pages. Wrote JavaScript's, CGI sever scripts, and ASP when necessary. Coded Java Applets and integrated with backend databases. Also responsible for design, look and feel of sites. Created web graphics using Illustrator and PhotoShop. Developed animations using Director and Flash. Embedded multimedia such as video and 3d animations. Updated sites regularly to provide fresh content. Assisted in editing department with monthly publications by providing artwork and imaging for many print and online documents. Took photos and video; Created badges, certificates, presentations, posters, brochures, and training manuals.

ROBERT GUILLEN

Multimedia Specialist   White Sands Missile Range, NM
Mevatec Corporation   July 1998–November 1999
Developed electronic publications for DoD Environmental Services group. Maintained collected field data, wrote technical documents using technical data; utilized Framemaker and PageMaker for publication process. Produced graphics for publications, which included geophysical maps, and CAD drawings. Utilized GPS data to develop maps for hard publications and websites. Developed and maintained SQL Anywhere database. Responsible for the periodical editing of EC-RS web and intranet sites. Took on Systems Administrator responsibilities, managed accounts, passwords, permissions, server performance, security issues. Assisted in the, selection and development of new information systems.

Advertising/Multimedia Production Artist   Aliso Viejo, CA
American IC Exchange   June 1997–July 1998
Maintained, designed, and coordinated the production of all company literature including catalogs, newsletters, and advertising. Used QuarkXPress and Adobe PageMaker for layout. Assembled material from various sources to produce graphics. Other responsibilities included the design and maintenance of the entire company web site.

Network Technician/Web Administrator   Irvine, CA
Elpac Electronics   May 1995–July 1998
Primary responsibilities were the assembly, installation, configuration, and troubleshooting of our LANs and WAN. Was promoted within one year to Web Administrator; then became responsible for the creation of the companies first intranet and internet sites. Administered web server, maintained internet and intranet sites.

EDUCATION

Saddle Back Community College, Mission Viejo, CA
AS, Area of Concentration: Multimedia Authoring, 1998
Software Specialist Certification – Operating Systems Concentration
Network Systems Specialist Certificate – NetWare Administration: Novell
Applications Developer Certificate – Business Programming Specialty